

INVOICE

PAGE



Trident Steel Corporation

12825 Flushing Meadows Drive, Suite 110
 St. Louis, MO 63131
 Telephone: 314-622-0500 • Telefax: 314-984-8700

INVOICE NO.

P2639J -IN
10/23/13

Remit To: TRIDENT STEEL CORP.

Post Office Box 798279
 Saint Louis, MO 63179-8000

ORDER NUMBER P2639
 ORDER DATE 12/30/13
 SALESPERSON 0015
 CUSTOMER NO 01-0002183

Daniel Nelson

SOLD TO:

Calyx Energy LLC
 6901 S. Pierce Street
 Suite 270

SHIP TO:

Delivered
 Perkins, OK OSCL
 Payne County, OK
 Ship Date: 10/21/13

CONFIRM TO: CO 80128

John Podowski

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
See Lease	DEL	Perkins, OK	Net 45 Days
ITEM		QUANTITY SHIPPED	PRICE

Lease: ETHRIDGE 36-2WX

New API Oilwell Casing

05121700PHBAJ*0	TSB			
5 1/2x17# HCP BTC A-JU BEST *0		14106.22	13.2100	186,343.17
05121700PHBAJ*J	TSB			
5 1/2x17# HCP BTC A-JU BEST *J		332.00	.0000	.00

Tallies attached.

DUE DATE	12/07/13	NET INVOICE	186,343.17
DISC. DATE		FREIGHT	.00
		SALES TAX	<u>.41</u>
		INVOICE TOTAL	196,243.58

** NOTE: TERMS AND CONDITIONS OF SALE ARE LISTED ON REVERSE SIDE OF THIS INVOICE.**

EXHIBIT 12

EXHIBIT

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TERMS AND CONDITIONS OF SALE

The rights and duties of Seller (Trident Steel Corporation) and Buyer (indicated above) shall be governed exclusively by the terms and conditions contained in this invoice. These terms and conditions may not be added to, modified, superseded or otherwise altered except by a written instrument signed by an authorized representative of Seller. These terms and conditions shall be deemed accepted by Buyer if not altered by such a written instrument. These terms and conditions shall prevail over any terms that may conflict with the terms and conditions set forth in Buyer's purchase order.

SELLER SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, LIQUIDATED, SPECIAL, CONSEQUENTIAL, CONTINGENT OR INCIDENTAL DAMAGES WHATSOEVER ARISING OUT OF THIS TRANSACTION. Seller shall not be liable for any loss or damage arising from Seller's performance which is caused by force beyond its control. No products will be shipped to Seller without three business days notice from Seller. If any order is delayed in shipping for any reason, Seller will allow up to 30 days more for delayed products to be delivered.

THERE ARE NO WARRANTIES WHICH EXCEED BEYOND THE DESCRIPTION ON THIS INVOICE. SELLER MAKES NO SPECIFIC WARRANTY, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER EXPRESSLY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Buyer agrees to pay all amounts due under this invoice. Buyer agrees to pay all amounts due under this invoice, including the amount of any late charges. Buyer agrees to pay all costs and expenses, including court costs, reasonable attorney fees and freight or expenses incurred by Seller in connection with the enforcement of any provision of this agreement. The parties agree that the laws of the State of New York (less Uniform Commercial Code, as enacted by the State of New York), shall govern the construction, interpretation, performance and enforcement of this agreement, and Buyer hereby consents to the jurisdiction of the courts of the County of St. Louis County, Missouri, should any dispute arise between the parties concerning this agreement.

Any dispute among the foregoing Seller and Buyer agreed that any controversy or claim arising out of this order shall be settled by arbitration administered in Houston, Harris County, Texas, pursuant to a single arbitration proceeding administered by the American Arbitration Association, based upon its commercial arbitration rules, and judgment on the award rendered by the arbitrator may be entered and enforced in any court having jurisdiction thereof.